REMARKS

Status of the Application

Claims 1-33 have been examined in the current application. By this Amendment,

Applicants are amending claims 1-33 to better conform with USPTO practice and procedure. No

new matter has been added.

Preliminary Matters

Applicants thank the Examiner for initialing and returning the PTO SB/08 Form

submitted with the Information Disclosure Statement of June 23, 2004. Applicants respectfully

request the Examiner to acknowledge claims to foreign priority and receipt of the priority

document filed March 26, 2004.

Specification Objection

35 U.S.C. 112, first paragraph, requires the specification to be written in "full, clear, concise, and exact terms." The specification is allegedly replete with terms which are not clear, concise and exact. The specification should be revised carefully in order to comply with 35 U.S.C. 112, first paragraph.

Applicants have amended the specification to improve clarity without adding new matter,

and have amended the specification in a manner consistent with the Examiner's suggestion.

Specifically, Applicant has amended "wei" to read has "NEi" to be consistent with the

specification.

In view of the amendments, Applicants respectfully request that the Examiner withdraw

the specification objection.

Drawings

The drawings are objected to as allegedly failing to comply with 37 CFR 1.84(p)(5)

because they do not include the following reference sign(s) mentioned in the description: it is

preferred that all elements in the drawings be accompanied by numerical characters representing

each element.

Applicant submits that according to 37 CFR 1.84(p)(5) "[r]eference characters not

mentioned in the description shall not appear in the drawings. Reference characters mentioned in

the description must appear in the drawings." Further, as indicated in 37 CFR 1.84(p)(5),

reference characters do not have to be numerals. Applicant submits that the reference characters

in the drawings appropriately describe the reference characters mentioned in the specification.

Therefore, Applicant submits that the drawings in their current form are appropriate.

Consequently, Applicant respectfully requests that the objection to the drawings be withdrawn.

Claim Rejections - 35 USC § 101

*Claims 32-33 are rejected under 35 U.S.C. 101 because the claimed recitation of a use,
without setting forth any steps involved in the process, results in an allegedly improper definition
of a process, i.e., results in a claim which is not a proper process claim under 35 U.S.C. 101. See
for example Ex parte Dunki, 153 USPQ 678 (Bd.App. 1967) and Clinical Products, Ltd. v.
Brenner, 255 F. Supp. 131, 149 USPQ 475 (D.D.C. 1966).*

Applicants have amended the claims to improve clarity in a manner that is not believed to

affect the scope of the claim in any way, and thus it is believed no estoppel is implicated by the

amendment to overcome the rejection. In view of the amendments, Applicants respectfully

request that the Examiner withdraw the 35 U.S.C. 101 rejections.

Claim Rejections - 35 USC § 112

*Claims 1-33 are rejected under 35 U.S.C. 112, second paragraph, as being allegedly
indefinite for failing to particularly point out and distinctly claim the subject matter which
applicant regards as the invention.*

Applicants have amended the claims to improve clarity in a manner that is not believed to affect the scope of the claim in any way, and thus it is believed no estoppel is implicated by the amendment to overcome the rejection. Applicants have also amended the claims in a manner that is consistent with the Examiner's suggestions. In view of the amendments, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. 112 rejections.

Claim Rejections - 35 USC § 102

Claims 1-33 are rejected under 35 U.S.C. 102(e) as being allegedly anticipated by Sistanizadeh et al. (U.S. Patent No. 6,681,232; hereinafter "Sistanizadeh"). Applicants respectfully traverse these rejections.

Claim 1

Claim 1 recites in part:

> **management means** which are arranged to adapt the configuration of said network element according to at least said management data stored in said management information base, and chosen rules, known as **assurance rules, defining a local assurance policy,** where said adaptation comprises a change to a measurement policy parameter and/or a change to a report transmission policy to said network management system.

The Examiner maintains that column 16, lines 13-34 and column 18, lines 48-67 of Sistanizadeh disclose the above recited features. Sistanizadeh discloses an SNMP manager, an SNMP agent, an MIB and an SNMP protocol. Sistanizadeh also discloses an SLM application plane which offers a provisioning service. (see col. 18, lines 45-50). The provisioning service of Sistanizadeh receives requests to increase bandwidth, decrease bandwidth, etc. (see col. 18, lines 50-53). In general, Sistanizadeh provides reports on the status of the network and implements instructions to control network operations based on user requests (see col. 21, lines 15-20).

Sistanizadeh, however, is quiet about changing the configuration of the "network elements" according to "management data" and "assurance rules", or implementing a "change to a report transmission policy" as recited in the claimed invention. Sistanizadeh is also quiet on the "local assurance policy", merely disclosing service level agreements without assurance rules. Sistanizadeh also does not disclose or teach, "a change to a measurement policy parameter and/or a change to a report transmission policy" as recited in the claimed invention. Thus, Sistanizadeh does not disclose or suggest all elements of claim 1.

Accordingly, Applicants respectfully request that the Examiner withdraw the rejection of independent claim 1, and claims 2-33 at least by virtue of their dependencies.

Claim 2

Claim 2 recites, in part, "management means are arranged so as to adapt said configuration according to information data coming from at least one other network element". The Examiner maintains that the "provisioning service" of Sistanizadeh discloses the above recited features. The "provisioning service" of Sistanizadeh, however, receives requests to increase bandwidth, decrease bandwidth, etc. at a user request but does not disclose "adapt said configuration according to information data **coming from at least one other network element**" as recited in claim 2. Therefore, claim 2 should be deemed allowable. .

Claim 3

Claim 3 recites, in part, "wherein said adaptation comprises a change to a method of operation of said network element". The Examiner asserts that col. 21, lines 46-48 of Sistanizadeh, discloses this aspect of the claim. Sistanizadeh, however, changes the bandwidth per a customer demand, but changing the bandwidth of the agent does not disclose "wherein said

adaptation comprises a change to a method of operation of said network element" as claimed.

Therefore, claim 3 should be deemed allowable.

Claim 4

Claim 4 recites in part, "analysis means arranged so as to determine, in accordance with certain of said chosen assurance rules, information data representing the changes in time, over a chosen interval, of parameter values in the network stored in said management information base". The Examiner maintains that agents of Sistanizadeh disclose the above recited features. (See column 21, lines 7-14). The agents of Sistanizadeh, however, merely report raw data over a time period, but do not disclose that the information data is in accordance to "chosen assurance rules" as recited in the claimed invention. Further, there is no teaching or suggestion regarding the relationship of the claimed analysis means with the management information base. Therefore, claim 4 should be deemed allowable.

Claim 5

Claim 5 recites, in part, "analysis means are arranged so as to deliver information data representing a trend analysis and/or an analysis of profiles or signatures and/or an analysis of discontinuity and/or an aggregation of network parameter values". The Examiner maintains that the monitoring service module of Sistanizadeh discloses the above recited features. (See column 18, line 63 and column 19, lines 1-35). The monitoring service module of Sistanizadeh periodically captures data from the network agents and updates dynamic data about network operations, but does not disclose delivering information data on "trend analysis and/or an analysis of profiles or signatures and/or an analysis of discontinuity and/or an aggregation of network parameter values" as recited in claim 5. Therefore, claim 5 should be deemed allowable.

Claim 8

Claim 8 recites, in part, "management means include alarm means able to trigger the sending of an alarm and/or of information data to said network management system and/or to at least one other network element, in accordance with certain of said *chosen assurance rules*". The Examiner maintains that the SNMP agent of Sistanizadeh discloses the above recited features. (See column 16, lines 25-34). Sistanizadeh, however, does not disclose that the SNMP agent operates in accordance with "*chosen assurance rules*" as recited in claim 8. Therefore, claim 8 should be deemed allowable.

Claim 11

Claim 11 recites, in part, "management means include network observation means defining a flow measurement agent of the end-to-end type, arranged so as to determine information data which are representative of said flow of the end-to-end type in accordance with certain of said chosen assurance rules". The Examiner asserts that the Order Manager of Sistanizadeh which enables *end-to-end processing* of business processes discloses the above recited features. (See column 20, lines 13-26). The Order Manager of Sistanizadeh, however, does not disclose "network observation means defining *a flow measurement agent of the end-to-end type*, arranged so as to determine information data which are representative of said flow of the end-to-end type *in accordance with certain of said chosen assurance rules*" as recited in claim 11. Therefore, claim 11 should be deemed allowable.

Claim 12

Claim 12 recites in part, "wherein said network observation means are configurable". The Examiner asserts that the Order Manager of Sistanizadeh discloses the above recited features. (See column 20, lines 35-45). The Order Manager of Sistanizadeh, however, does not disclose network

observation means but merely describes the handling of orders. Therefore, claim 12 should be deemed allowable.

Claim 13

Claim 13 recites, in part, "management means include means for the management of service level agreements or, arranged so as to determine information data representing said agreement management in accordance with certain of said *chosen assurance rules*". The Examiner asserts that column 6, lines 10-30 of Sistanizadeh discloses the above recited features. While Sistanizadeh discloses operations support systems and service level agreements, Sistanizadeh does not disclose that the operations support systems ensure performance in accord with the service level agreements *and* "chosen assurance rules" as recited in claim 13. Therefore, claim 13 should be deemed allowable.

Claim 15

Claim 15 recites in part, "management means include monitoring means which are able to manage the operation of an analysis means, of an alarm means, of a network observation means and of the service level agreement management means, in accordance with at least some of said chosen assurance rules". The Examiner asserts that the Service Level manager of Sistanizadeh discloses the above recited feature. (See column 6, lines 49-65 and column 16, lines 13-64). Sistanizadeh, however, does not disclose that the service level manager operates in accordance with "at least some of said chosen assurance rules" as recited in claim 15. Therefore, claim 15 should be deemed allowable.

Claim 20

Claim 20 recites in part, "management means are capable of being *configured* by said network management system via an application programming interface of said network element and *via said management information base*. The Examiner maintains that the SLM

application plane of Sistanizadeh discloses the above recited features. (See col. 18, lines 48-62).

In Sistanizadeh, an SNMP agent stores and retrieves management data as defined by the MIB,

but does not disclose that the SNMP agent or any "management means are capable of being

configured by said network management system…*via said management information base*" as

recited in claim 20. Therefore, claim 20 should be deemed allowable.

　　　　Claim 25

　　　　Claim 25 recites, in part, "commands are of the "Command Line Interface" type". The

Examiner maintains that the Out-of-Band Management of Sistanizadeh discloses the above

recited features. (See column 30, lines 34-48 and column 32, lines 38-51). Sistanizadeh,

however, discloses an IP/Telnet session, login prompts, and authentication protocols in the Out-

of-Band management but does not disclose a "Command Line Interface" as recited in the

claimed invention. Therefore, claim 25 should be deemed allowable.

Conclusion

　　　　In view of the above, reconsideration and allowance of this application are now believed

to be in order, and such actions are hereby solicited. If any points remain in issue which the

Examiner feels may be best resolved through a personal or telephone interview, the Examiner is

kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

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